

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

THOMAS GANGEMI, Plaintiff, -vs- ALLIANCEONE RECEIVABLES MANAGEMENT, INC., Defendant.	<i>Civil Action No.</i> _____
--	-------------------------------

COMPLAINT & DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Thomas Gangemi brings this action for actual and statutory damages resulting from the Defendant's various violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (hereinafter "FDCPA"), a law that prohibits debt collectors from using abusive, deceptive, and unfair practices in an attempt to collect a debt.

JURISDICTION & VENUE

2. This honorable Court possesses jurisdiction over this matter pursuant to 15 U.S.C. §1692k(d) and 28 U.S.C. § 1331.
3. Additionally, venue in this district arises pursuant to 28 U.S.C. §1391(b) since the Defendant transacts business here and the conduct complained of occurred here.

PARTIES

4. Plaintiff Thomas Gangemi is a natural person residing in the County of Monroe, State of New York, and is a "consumer" as that term is defined by 15 U.S.C. §1692a(3).
5. Defendant AllianceOne Receivables Management, Inc., (hereinafter "AllianceOne") is a foreign business corporation organized and existing under the laws of the State of Delaware and is a "debt collector" as that term is defined by 15 U.S.C. §1692a(6).
6. Any and all acts of the Defendant hereinafter alleged were performed by Defendant's employees, while under the scope of the Defendant's actual or apparent authority.
7. Any and all references to "Defendant" herein shall include the Defendant and/or an employee of the Defendant.

FACTUAL ALLEGATIONS

8. That Plaintiff Gangemi allegedly incurred and later allegedly defaulted on a debt to Rochester Gas & Electric (“RG&E”). Said alleged debt will hereinafter be referred to as “the subject debt.”
9. The subject debt is a “debt” as that term is defined by 15 U.S.C. §1692a(5), as it allegedly arose out of a transaction in which money, services or property, which was the subject of the transaction, was primarily for personal, family and/or household purposes.
10. That upon information and belief, Defendant AllianceOne was employed by RG&E following Plaintiff’s alleged default, in order to collect payment on the subject debt.
11. That shortly thereafter, AllianceOne began calling Plaintiff Gangemi repeatedly and continuously to attempt to collect the subject debt.
12. That on more than one occasion, Plaintiff Gangemi notified Defendant AllianceOne that he disputed the subject debt, but to no avail.
13. That on one occasion, Plaintiff Gangemi placed a three-way call to Defendant AllianceOne with a representative for RG&E on the line to discuss the subject debt. During the course of that call, RG&E’s representative confirmed that Plaintiff Gangemi did not owe RG&E any debt and questioned Defendant’s refusal to acknowledge that their collection efforts were in error. Defendant’s sole response was to continue to insist that money was owed by Plaintiff and that it was Plaintiff Gangemi’s “responsibility” to pay.
14. Among other things, Defendant told Plaintiff Gangemi that he “should be worried” about AllianceOne and threatened that if he refused to pay, Defendant would report the information to his credit bureaus which would negatively affect his credit.
15. That while the Defendant’s telephone calls appeared to dissipate, Plaintiff Gangemi nevertheless suffered from anxiety, frustration, aggravation, embarrassment, fear and other forms of emotional distress as a result of Defendant’s harassing, deceptive and unfair conduct.

CAUSE OF ACTION

16. The aforementioned acts and omissions of the Defendant have violated the Fair Debt Collection Practices Act (15 U.S.C. §1692 et seq.) as follows:
17. Defendant violated 15 U.S.C. §1692d and 15 U.S.C. §1692d(2) by using language the natural consequence of which was to abuse the hearer, by:
 - a. Telling Plaintiff that the disputed subject debt was still his responsibility to pay;

- b. Telling Plaintiff that he “should be worried” if he didn’t pay; and
 - c. Threatening Plaintiff that Defendant would report the debt to his credit bureaus, even though it had already been made abundantly clear that the debt was not legitimate.
18. Defendant violated 15 U.S.C. §1692d and 15 U.S.C. §1692d(5) by repeatedly and continuously causing Plaintiff’s telephone to ring with the intent to annoy, abuse and harass.
19. Defendant violated 15 U.S.C. §1692e, 15 U.S.C. §1692e(2)(A), 15 U.S.C. §1692e(5), 15 U.S.C. §1692e(8) and 15 U.S.C. §1692e(10), by:
- a. Misrepresenting that the subject debt was owed and that Plaintiff was responsible for paying it even though he raised a legitimate dispute;
 - b. Informing Plaintiff Gangemi that he “should be worried” about Defendant if he didn’t pay, even though it was confirmed by RG&E directly that the subject debt was not owed; and
 - c. Stating that Defendant AllianceOne would report the subject debt to Plaintiff’s credit reports, even though Defendant was informed that the subject debt was not owed and that Plaintiff had disputed liability on multiple occasions.
20. Defendant violated 15 U.S.C. §1692f and 15 U.S.C. §1692f(1) by attempting to collect a debt from Plaintiff Gangemi that was not owed, either by law or agreement.
21. Because of the Defendant’s various aforementioned violations of the FDCPA, Plaintiff suffered from emotional distress.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this honorable Court enter judgment against the Defendant for:

- (a) Actual damages, pursuant to 15 U.S.C. §1692k(a)(1);
- (b) Statutory damages of \$1,000.00, pursuant to 15 U.S.C. §1692k(a)(2)(A);
- (c) Costs and disbursements of this action, together with reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3); *and*
- (d) For any and all additional relief as this honorable Court may deem just and proper.

JURY DEMAND

Please take notice that Plaintiff demands a trial by jury in this action.

Date: February 3, 2012

/s/Frank J. Borgese
Frank J. Borgese, Esq.
Graham & Borgese, LLP
Attorneys for the Plaintiff
482 Delaware Ave.
Buffalo, New York 14202
frank@gbdebthelp.com
716.200.1520